

90-545

NO.

①

Supreme Court, U.S.
FILED
AUG 20 1990
JOSEPH F. SPANOL, JR.
CLERK

IN THE SUPREME COURT OF
THE UNITED STATES

October Term, 1990

Prince Saud ben Abdul Aziz,

Petitioner

v.

CTA,

Respondent

Petition For A Writ of
Certiorari to the Supreme Court and
Appellate Court of Illinois

Prince Saud ben Abdul Aziz
1015 W. Roscoe
Chicago, Illinois 60657
Phone: N/A
Petitioner Pro Se



Questions Presented

A. Whether Article I, §10, cl. 1 requirements exists to:

QP A(1) invalidate Ill Rev Stat ch 111 2/3, ¶327(1985) as construed and applied; and QP A(2) invalidate Ill Const(1970) Article XIII, §4's provision, as for Ill Rev Stat ch 111 2/3, ¶327 (1985) facially and as applied, repugnant to Federal Contract Clause as for 50 years irrevocable express contract to operate as a passenger common carrier for hire includes passenger's federal fundamental rights and fare paid passenger's contractual rights to remedies for passenger common carrier's breaches of May 9, 1986 contract-in-fact, "contract" within meaning of Federal Contract Clause?

QP A(3) Was amendment XIV accepted U.S.



Questions Presented

Supreme Court test for fundamental property rights challenges to: Ill. Const(1970) Article XIII, § 4's provision as for Ill Rev Stat ch 111 2/3, ¶327 and Ill Rev Stat ch 111 2/3, ¶327, followed by lower courts in Bilyk v CTA 125 Ill 2d 230 (Ill S Ct, 1988); QP A(3a) tests for federal fundamental rights' challenge to irrebuttable presumption of absolute sovereign immunity for passenger common carrier for hire(CTA) and tests for unconstitutional classification, CTA as municipal corporation (sovereign entity) not followed in Bilyk v CTA 125 Ill 2d 230 (Ill S Ct, 1988)? QP A(4) Whether tradition of protection for mass market service users to mass market service providers exists, to be ranked as a fundamental federal interest in passenger to passenger



Questions Presented

common carrier for hire relationship?

B. Whether Appellate Court of Illinois, under Ill Rev Stat ch 110A, ¶ 366(a)(2), sua sponte, without notice to appellant, addition of new defendants-appellees previously not served summons-complaint, never appeared in any lower courts, never represented by legal counsel, never filed any papers in any lower courts, violated appellant's claimed amendment XIV right to non-illusory; and full, fair, and adequate state appellate court review, when passenger-appellants property rights were subject matter of appellate review?

QP C. Whether certain parts of Illinois Supreme Court Rules of Practice 317 and 315, as applied infringed right to a full, fair, and adequate appellate



Questions Presented

review and undermined amendment XIV
equal protection of laws, when passenger-appellant's property right (remedy
for breaches of contract of common
carriage for hire), subject matter of
appellate review?



I

TABLE OF CONTENTS PAGES

Questions Presented.....	1-4
Parties to Proceedings.....	5-6
Table of Laws.....	II, IIA
Table of Cases.....	IIB
Opinions Below.....	7-9
Jurisdiction.....	9-10
Laws Involved.....	10
Statement of the Case.....	11-18
Statement of Facts.....	19-26
Timely-Properly Raised Fed. Ques.	26-48
Summary of the Argument.....	49-56
Reasons For Granting Writ.....	60
Conclusion.....	60-61
Appendix	hereto

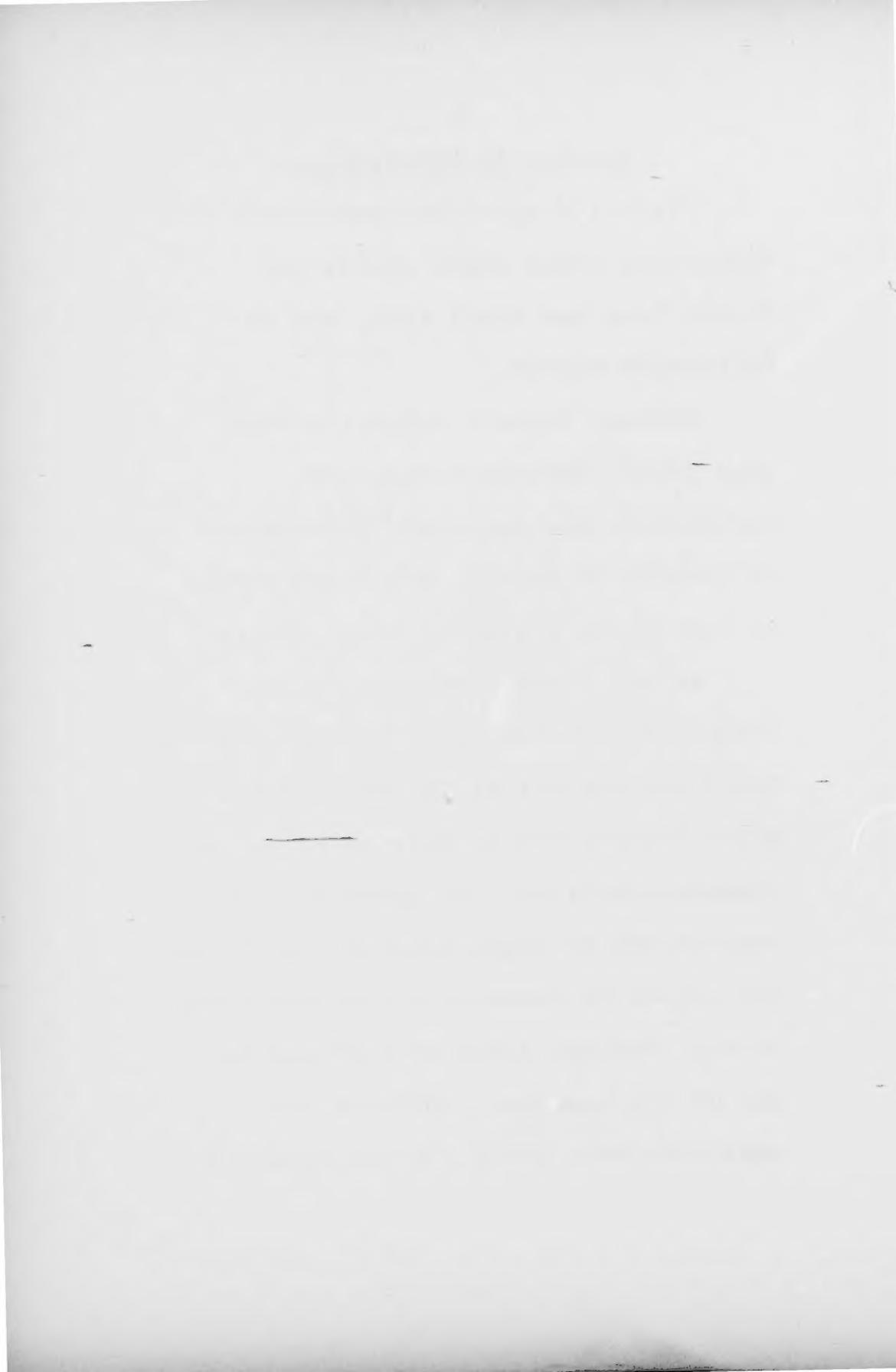


Parties To Proceedings

Plaintiff-appellant-petitioner in respective lower state courts was Prince Saud ben Abdul Aziz, who is Petitioner herein.

Chicago Transit Authority(CTA) only party: defendant-appellee-respondent, who appeared, represented by counsel of record, and filed papers in respective Illinois' lower courts.

Walter Clark, Chairman Chicago Transit Board, member of Chicago Transit Board and members of Chicago Transit Board(Transit Board) were never served summons-complaint, nor appeared, nor represented by legal counsel, nor filed any papers in respective Illinois lower courts. Neither State of Illinois nor any of its agencies, officers nor employees were party, in any capacity,



in all Illinois' lower courts.

Constitutionality of Illinois
constitutional provision and certain
Illinois statutes were drawn in question.
This instant petition is initial paper
filed in U.S. Supreme Court:
28 U.S.C. §2403(b) may be applicable.

Sua sponte without notice Appellate
Court of Illinois added as parties:
defendants-appellees-respondents,
Transit Board, and Illinois Supreme
Court included case caption showing
same additions. Those addition parties,
with CTA, are Respondents, herein.



II

TABLE OF LAWS INVOLVED

U.S. Constitutional and Illinois Constitutional Provisions

	PAGES
U. S. Constitution,	
Art. I, §10, cl 1	1, 10, 15, 16, 26, 26, 28, 32, 34, 35, 46, 50
amend. XIV, §1.....	1, 2, 4, 7, 34, 42, 44, 45, 48, 49, 55

ILLINOIS CONSTITUTION(1970)

Art. VII, §1.....	10, 44, 45, 53, 54
Art. XIII, §4.....	1, 2, 10, 18, 32, 34, 37

TABLE OF STATUTES

UNITED STATES CODE

28USC§1257.....	9, 10
28USC2104.....	5, 7
28USC§2403(b).....	6

Illinois Statutes

Ill. Rev Stat.:

ch 110	
¶2-221(1985).....	10, 24
§101.32(1)(1963).....	4, 8, 10
§101.32(3)(1963).....	4, 8, 10
ch 110A	
¶315(d) (1987).....	3, 4, 10, 18
¶317 (1987).....	3, 4, 10, 18
¶366(a)(2) (1987).....	3, 38, 46, 48
ch 111 2/3, ¶327.....	1, 10, 14, 15, 16, 26, 34, 36, 38



IIA

TABLE OF LAWS INVOLVED

	Illinois Statutes	PAGES
Ill. Rev Stat. ch 1, ¶801 (1986).....		10,37

City of Chicago Ordinance

Journal of City Council Apr 23, 1945, An Ordinance....	10,18,37, 49,54
---	--------------------

TABLE OF CASES

2461 Corp. v 1st Nat. Bank-CTA 64 Ill 2d 364	52
---	----

Bester v CTA 676FS833(ND,Ill'87. 52,62

Bilyk v CTA 125Ill2d230(1988),	2,14,28,
	34,36,41,45
	56

Browder v Gayle

352US903.....	45
---------------	----

Browder v Gayle

142 F Supp 707.....	45,46
---------------------	-------

Clay County v Society of Sav- ings 104 US 579.....	33,54
---	-------

Cohen v California 403 US 15.29

Danahar vCTA 40 Ill App3d 193.44,43,51,

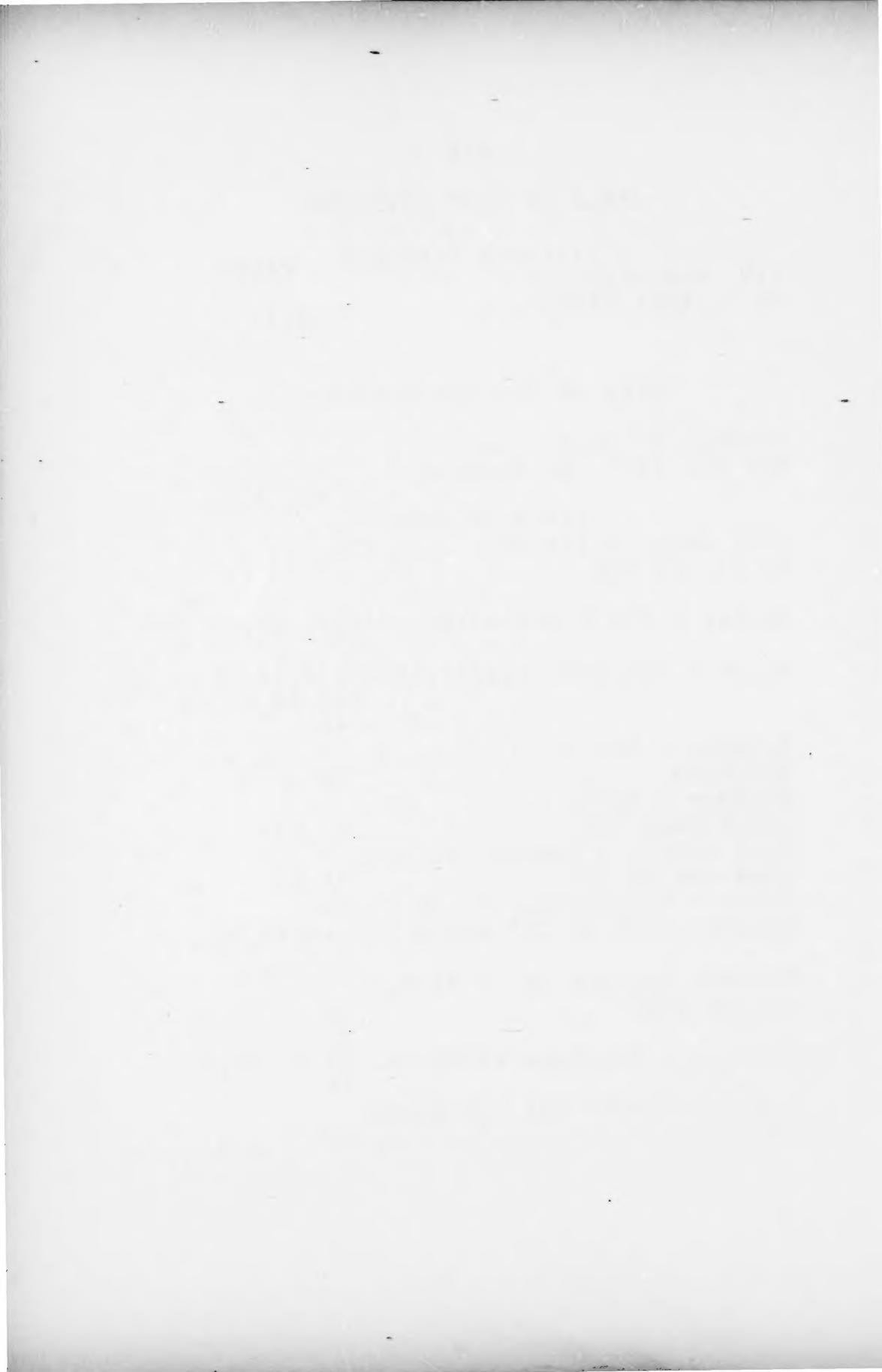
Detorit Railway Co. v Mich.

242 US 238.....	28,29,44,45 51
-----------------	-------------------

Eddings v Oklahoma 455US104..	32,37,39,47 48
-------------------------------	-------------------

Harvey v Brewer 161 Ill App3d

253.....	49
----------	----



IIB

TABLE OF CASES

	PAGES
Howlett v Rose 581 LW 3723.....	61
Knight v Quarles 2 Brod&Bingl2:61	
Lockett v Bi-State Transit	
Board 99 Ill 2d 66.....	47
Miles v Maryland 486US367.....	31, 36
Miss. Power &Light v Miss 487US354.....	
Orr v Orr 440 US 268.....	31, 35, 41, 44, 60
Stanley v Illinois 405US645	44, 56
Street v New York 394US576....	26
U.S. Trust Co v New Jersey 431 US 1.....	53, 55, 57,
Valuch v Rawson 270 Ill App 338.	13, 28, 29



NO.

IN THE SUPREME COURT OF
THE UNITED STATES

October Term, 1990

Prince Saud ben Abdul Aziz,

Petitioner

v.

CTA,

Respondent

Petition For A Writ of
Certiorari to the Supreme Court and
Appellate Court of Illinois

Opinions and Orders Below

Circuit Court of Cook County,

Illinois, entry 12/5/88 order dismissed



Opinions and Orders Below

and entry 1/31/89 order denied motion to vacate said entry 12/5/88 order.

(See App. 9, 10, 11)

Appellate Court of Illinois, First Judicial District entry 11/27/89, Rule 23 Order (Judgment) denied all U.S. Constitutional challenges and affirmed said orders of Circuit Court of Cook County, unpublished. (See App. 14-19)

Appellate Court of Illinois, First District, entry 1/4/90 order denied Prince Saud's petition for rehearing appeal, unpublished. (See App. 20)

Illinois Supreme Court, entry 4/4/90 order denied Prince Saud ben Abdul Aziz's petition for leave to [sic] appeal, unpublished. (See App. 12)

Illinois Supreme Court, entry 5/25/90



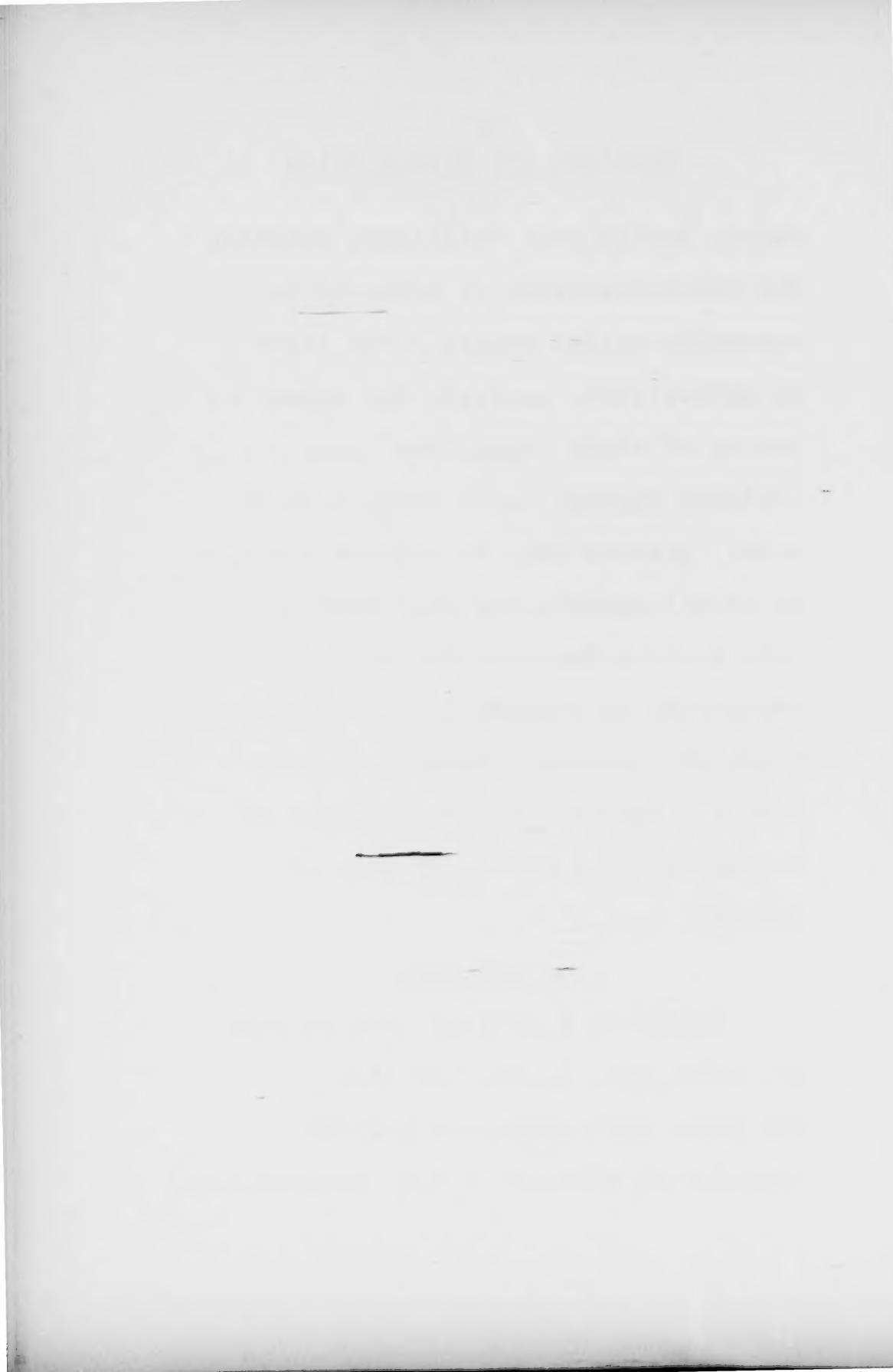
Opinions and Orders Below

order, denied your Petitioner's motion for reconsideration of formerly incorrectly called petition for leave to appeal[sic], petition for appeal as matter of right. (See, App. 13).

Illinois Supreme Court entry 6/19/90 order, granted your Petitioner's motion to recall mandate and stay pending this instant Petition for Writ of Certiorari to Supreme Court and Appellate Court of Illinois. (Summary of said order) Instant Petition for Writ of Certioraria filed within 90 days of 5/25/90.

Jurisdiction

28 U.S.C. § 1257(a), Act of June 27, 1988, Pub. L. No. 100-352, 102 Stat. 662, effective 9/25/88 Legislative History, 4 U.S. Congressional



JURISDICTION

and Administrative News 766 (1988).

Laws Involved in Case

See Appendix (App.) for text of:

U.S. Constitution (U.S.C., 1988 ed.)

article 1, §10, clause 1;

amendment XIV, §1

Illinois Constitution (1970)

article VII, §1; article XIII, §4

Illinois Statutes, Ill. Rev. Stat.:

ch 110, ¶2-211(1985); ch 110A, ¶366(a)(2)

(1987); ch 110A, ¶317(1987); ch 110A,

¶315(d) (1987); ch 110, §101.32(3) (1963);

ch 110, §101.32(1) (1963); ch 1, ¶801

(1986); ch 111 2/3, ¶327 (1985)

City of Chicago Ordinance:

Journal-City Council-Chicago (Apr 23,
1945) AN ORDINANCE (See, App. 1-8)



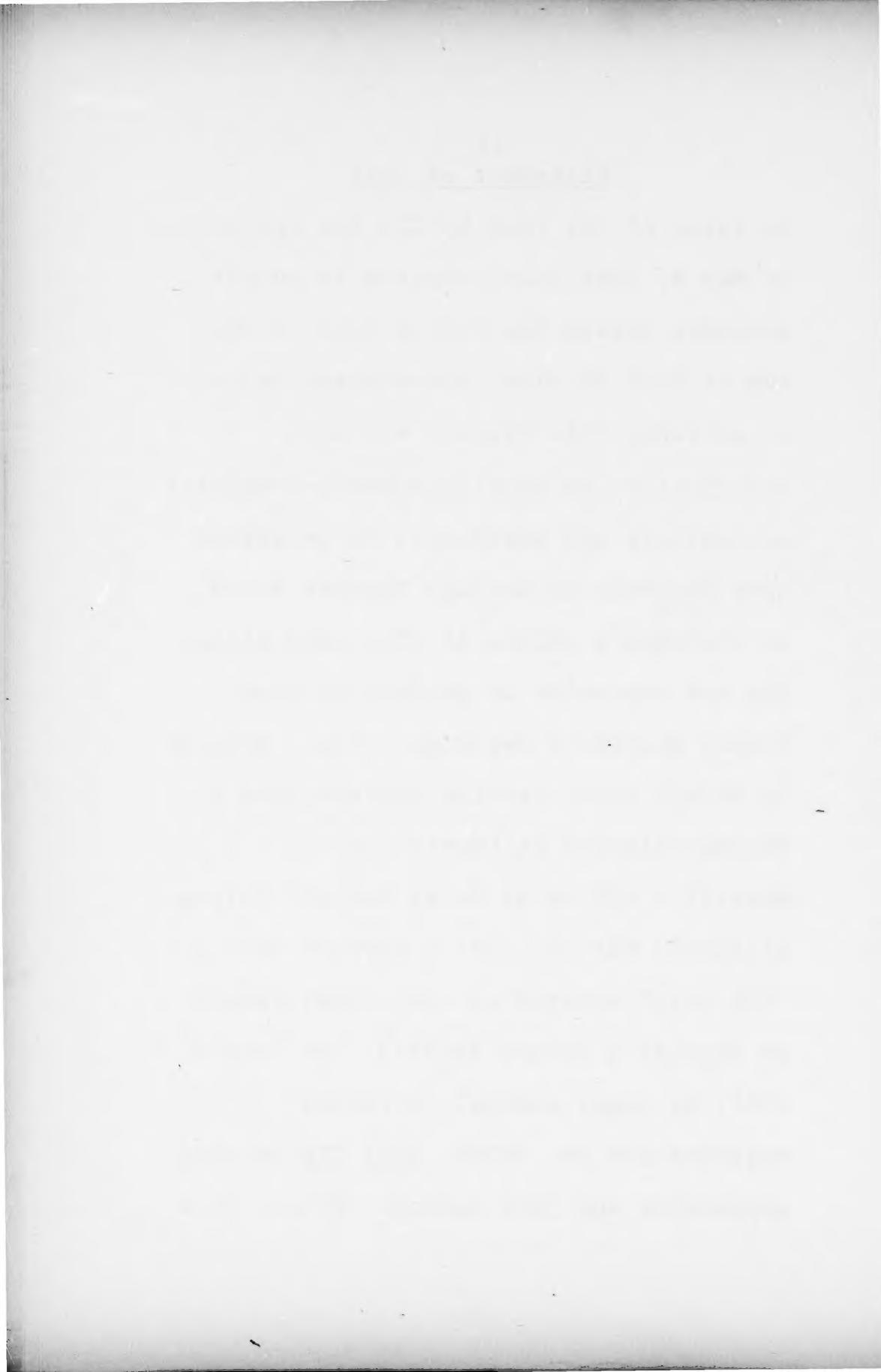
Statement of Case

This case began when CTA entered into 50 years irrevocable express contract (Apr 23, 1945 to 1995 Ordinance, See App. 7 & 8) franchise to operate on the streets and roads of Chicago, Illinois, as the exclusive mass transit-passenger common carrier for hire. On May 7, 1987, your Petitioner, Prince Saud ben Abdul Aziz (hereafter: Prince Saud) filed a complaint in the Circuit Court of Cook County Illinois that alleged exclusively breach of contract of common carriage for hire by: CTA, CTA bus operator, Walter Clark in his capacity as Chairman/member of Chicago Transit Board, members of Chicago Transit Board(hereafter Transit Board) due to lack of active vigilance



Statement of Case

to rules of the road by CTA bus operator on May 9, 1986 that resulted in purely economic losses for Prince Saud in the sum of \$250.00 plus, non-payment unjustly enriched CTA. Precise written instructions on face of summons-complaint exclusively and personally to be served upon Chairman of Chicago Transit Board, at chairman's office at CTA, paid milage fee and execution of process by Cook County Sheriff's Department fee. Unknown to Prince Saud, service process upon a Thurman Simpson at County County Sheriff's office at Daley Center, Chicago Illinois, May 13, 1987. Service on: "CTA only" entered as additional remark on Sheriff's return #949973. On June 2, 1987, by legal counsel, attorney registration no. 90500, only CTA entered appearance and jury demand. Prince Saud



Statement of Case

had filed motion for pre-trial discovery was later denied. CTA filed motion to dismiss complaint under irebuttable presumption of absolute sovereign immunity, Ill Rev Stat ch 111 2/3, ¶327 (1985) (See, App. 6 & 7). Later, court, sua sponte judicially noticed ¶327 held unconstitutional in Bilyk v CTA, No. 86 L10380(Circuit Court of Cook County, Law Dept., June 18, 1987). Prince Saud filed memorandum of law citing Valuch v Rawson, doing business as Chicago Transit Line 270 Ill App 538 express contract for passenger common carrier for hire franchise from municipal corporation City of Chicago, terms and obligations in particular passenger's contract-in-fact of common carriage therein.that express contract.



Statement of Case

January 27, 1988 Prince Saud filed verification by certification facts (1st verified amended complaint) alleged formation of contract-in-fact and breaches by CTA's bus operator and CTA on May 9, 1986, no allegations aganist unserved and non-appearance Transit Board. Later, CTA only filed motion to dismiss as Bilyk v CTA ____ Ill 2d ____ No. 65735(Ill S. Ct., 1988) reversed Bilyk v CTA No. 86 L 10380 (June 18, 1988) and held Ill Rev Stat ch 111 2/3, ¶327(hereafter, ¶327) overcame amendment XIV challenge. At each sebsequent motion call, Prince Saud continued to allege breaches of contract-in-fact with purely economic losses therefrom, 1st verified amended complaint, and brought court's attention to fact Transit Board not



Statement of Case

before court nor its Chairman, Walter Clark. (See, Statement of Facts and Statement of Facts Service of Process hereinafter). Only CTA's motion to dismiss complaint was allowed. (See, App. 9 and 10). Prince Saud's motion to vacate dismissal and restore 1st verified amended complaint to docket included Article I, §10, cl. 1 and amendment XIV challenges to ¶327 as construed with reliance upon Bilyk v CTA as to contract-in-fact obligations with a remedy for breaches. Denied motion and upheld validity of ¶327 against exclusively U.S. Constitution claims. Prince Saud appealed to Appellate Court of Illinois included, in lower court U.S. Constitutional challenges to CTA's classification as a



Statement of Case

municipal corporation, existence of contract-in-fact in terms and obligations in 50 years irrevocable, express contract for CTA to operate as exclusive passenger common carrier, Article I, §10, cl. 1 federal fundamental right violated impaired by ¶327, Ill Const(1970) Article XIII, §4 (sovereign immunity absolute). CTA only appeared and filed brief in opposition. Prince Saud filed reply brief wherein Federal Contract Clause and amendment XIV contentions aganist Illinois statutes continued to be made. Appellate Court of Illinois affirmed lower court and dismissed Prince Saud's appeal. (See, App. 14-19) Appellate Court added Transit Board, sua sponte without notice to Prince Saud. Petition for rehearing continued U.S.



Statement of Case

Constituion challenges to Illinois

Constituion sovereign immunity provision
and certain Illinois statutes, that
petition denied. (See App. 20),
and Rule 23 Order entered, unmodified.

Prince Saud filed petition for appeal as
matter of right in Illinois Supreme
Court with same U.S. Constitutional
challenges as in two lower state courts.
Without certified and transmitted
record on appeal nor appellate court
record, Illinois Supreme Court denied
petition. (See, App. 12) "...fully
advised in premises..." as required in
proposed order filed with petition did
not appear in text of denial. (See,
App. 12). Abrogation of entire body
of English common law for breaches of
contract of common carriage for hire



Statement of Case

remedy for purely economic losses,
in express, irrevocable 50 years certain,
vested in Prince Saud as inhabitant of
Chicago, in ordinance-franchise
(See, App. 7 and 8), in his contract-
in-fact for transportation for hire.
By Ill Const(1970) Art XIII, §4 as for
¶327, total destruction of that,
in form property right: remedy.
In motion for reconsideration of denial
of petition for appealas matter of right
Constitutional challenges continued.
Plus, consideration of petition wihtout
certified and transmitted record before
Illinois Supreme Court challenged
U.S. Constitutionality of certain
Supreme Court Rules of Practice.
Only CTA appeared, and motion denied
showed Transit Board, respondents.



Statement of Facts

CTA with total fixed assets at \$8.4 billion dollars(U.S.)(1985 value unadjusted for depreciation) with 2,247 passenger common carrier for hire buses has had, since 1945 A.D., the express-contract-franchise (by Ordinance) to operate on the streets and roads of Chicago, Illinois, U.S.A., as an unregulated monopoly in local passenger common carrier (mass transit system) for hire. That 1945 passenger common carrier franchise (express, irrevocable until 1995 A.D. contract) was effectively in force at all times before, after and during all stages of passenger common carrier for hire contract-in-fact. Formed on the night of May 9, 1986: Prince Saud ben Abdul Aziz
(1) at clearly posted CTA bus stop



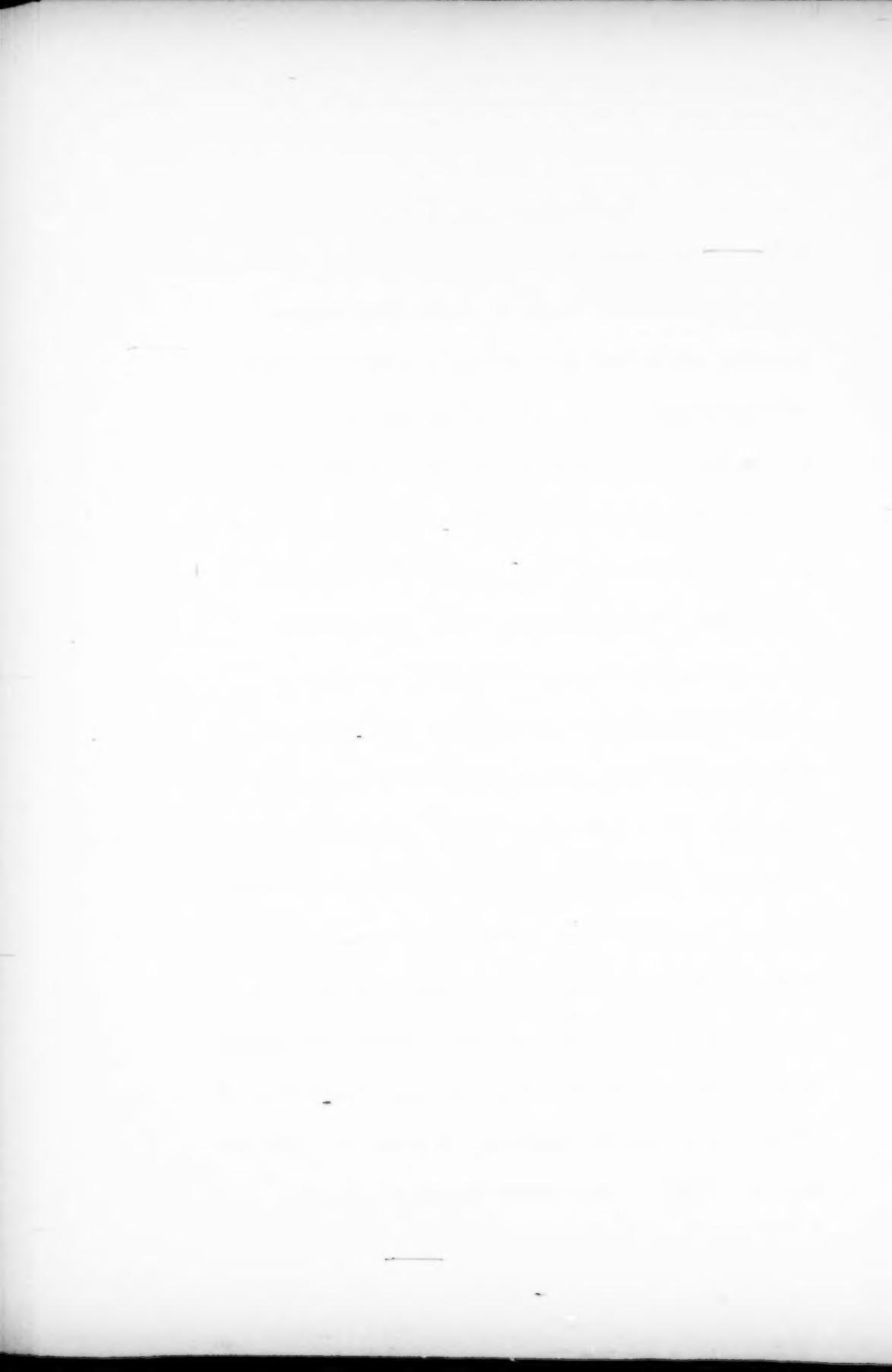
Statement of Facts

waited, (2) signaled for an in view westbound 72 North Avenue CTA bus to stop, (3) as CTA bus operator stopped to open CTA front bus doors, (4) for Prince Saud ben Abdul Aziz to board bus, (5) to pay required fare by presentment of a valid CTA transfer, (6) inspected by CTA bus operator at or about 10:35PM, (7) with other on board passenger present, (8) CTA, by its bus operator, assented to Prince Saud ben Abdul Aziz's access to and use of passenger walking-standing-seating space on board during and for CTA bus operator to transport Prince Saud to his intended destination along 72 North Avenue route in franchise (express contract). By practice, CTA provided no written contract to on

22

Statement of Facts

board passengers, likewise for Prince Saud ben Abdul Aziz. CTA passenger common carrier for hire's contractual obligations: (1) to fully perform contract, (2) for fare paid passenger's use of passenger space until at intended destination, (3) to transport to intended destination, (4) and other well established passenger common carrier for hire contract obligations-- due to CTA bus operator's repeated display of lack of active vigilance for rules of the road--Prince Saud ben Abdul Aziz, for his own safety, disembarked before full use and before arrival at his intended destination, over one mile away. All claims that arose from May 9, 1986 contract breaches, filed at CTA on May 6, 1987. Written demand-claim



Statement of Facts

itemized purely economic losses, at Two Hundred Fifty plus (\$250.00 plus), payable to Prince Saud ben Abdul Aziz from Forty five Million Dollars(U.S.) (\$45,000,000) damage reserve fund for passenger claims.(R.C-266) (SUMMARY: R.C-257 to R.C-266, esp. R.C-258 to 260, paras. 2 to 14, R.C-261 to 267:

Exhibit 1 CTA organizational chart,

Note J CTA captial asset value

(RTA Program and Budget Five Year
Transit Program Fiscal Year 1988-92

Nov. 1987; Exhibit 2 Map CTA 72

North Avenue-Narragansett bus route:

CTA 1986 MAP, Exhibit 3 Note: Damage Reserve Fund, Ernst-Whinney CTA Audited Financial Statement, FY Ending 12/27/86 and 12/28/85, at p. 13, Note J Retirement Plan at p. 17. VERIFIED BY CERTIFICATION



Statement of Facts

WITH EXHIBITS (1st verified Amended Complaint) filed 1/27/88 in Circuit Court of Cook County, Illinois U.S.A.

Facts as plead in and before Circuit Court of Cook County, Illinois U.S.A.:

December 5, 1988 judgment-order "..."

that plaintiff's complaint be striken

..." (See, App. 9); January 31, 1989

judgment-order "...the court having

considered...the pleadings previously

filed..." (See, App. 11). Of record,

as facts plead in lower court in

Appellate Court of Illinois, 1st Judicial

District in record on appeal filed

May 2, 1989 and referenced in all papers

filed in that court during Prince Saud

ben Abdul Aziz's appeal. Rule 23 Order

"...specifically disposed of all

plaintiff's claims..." (See App. 18)



Statement of Facts

During petition for appeal as matter right in the Illinois Supreme, facts as plead, never in and before that court during entire deliberations. (See App. 3 to 6)

Statement of FactsService of process summons

To have had summons-complaint served under Ill Rev Stat ch 110A, 12-211(1985) (See App. 2) rather than on Walter Clark Transit Board, instead a Thurmon Simpson served summons-complaint at Cook County Sheriff's Department, Daley Center, May 13, 1987. Sheriff's return entry "CTA only" served. (SUMMARY, R.C-7, sheriff's return) Summons on its face express directions for exclusive and personal service upon Walter Clark, Chairman-member of Transit Board (SUMMARY



Statement of FactsService of process summons

R.C-10, Summons-complaint)

In Circuit Court of Cook County,
on June 2, 1987 by an attorney, for and
in behalf of General Attorney for CTA
only, attorney registration no.90500,
appearance and jury demand entered.
(SUMMARY, R.C-112, Appearance).

CTA only "defendant see captions,
(See, App. 9 and 11 "Chicago Transit
Authority, Defendant"). Appellate
Court notice of appeal, subsequent
appearance by General Attorney for CTA,
attorney registration no.90500, showed
appearance for only CTA. (SUMMARY,
service of process notice of appeal,
R.C-293 to R.C-295, and Appellee CTA only
in Appellate Court. Yet, however, Transit



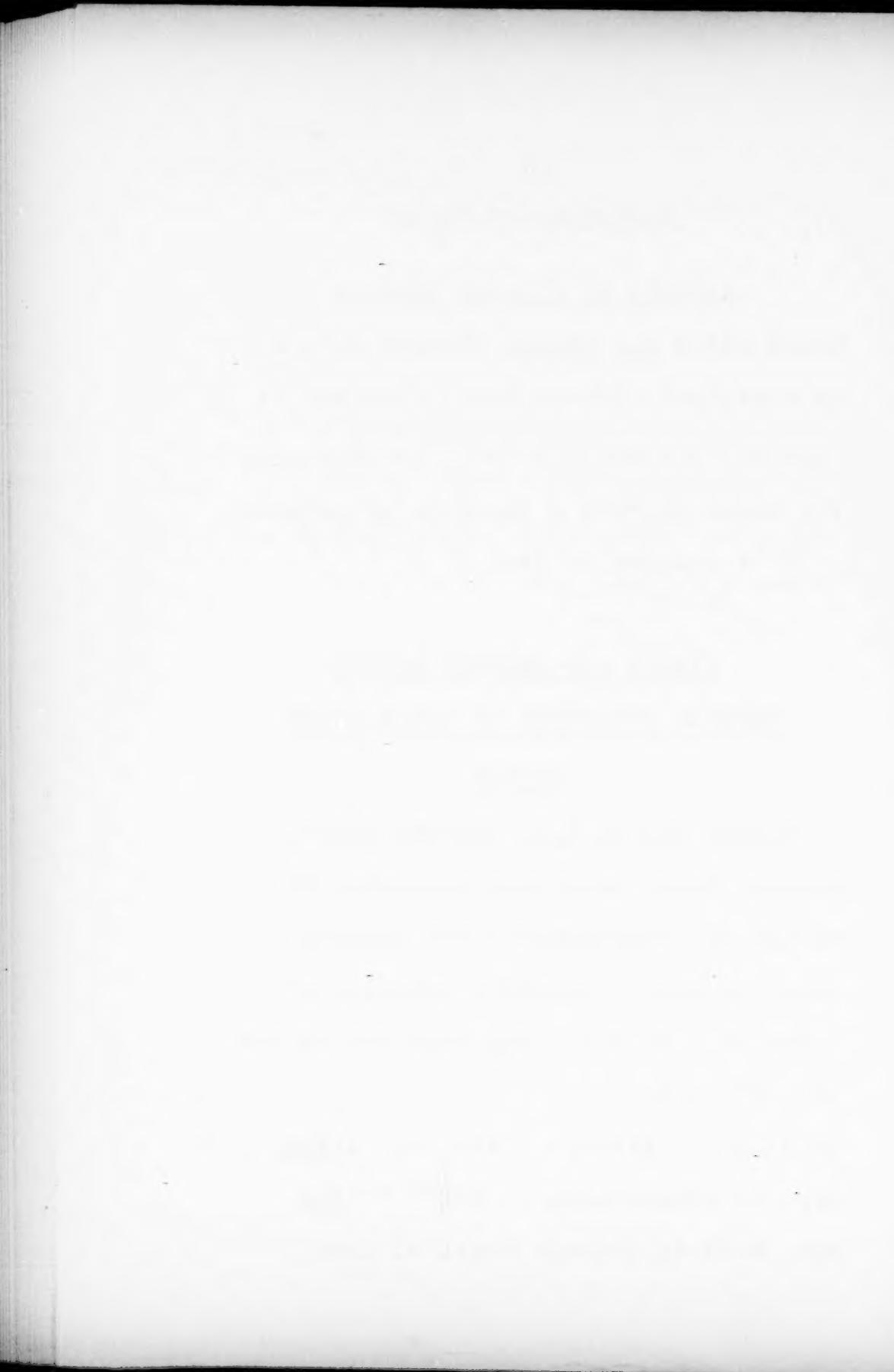
Statement of FactsService of Process Summons

Board added sua sponte without notice to appellant, Prince Saud. (See App.14 caption, and App. 15-16 "...unnecessary for Board to file a seperate appearance ..." A finding of fact.)

TIMELY AND PROPERLY RAISEDFEDERAL QUESTIONS IN LOWER STATECOURTS

Before and in U.S. Supreme Court, October Term: questions presented(QP, hereafter) requirements for federal question meet?; itself a substantial question. Street v New York 394 US 576, 581-585 (1969)

QP A(1) "...Article I,§10, cl. 1(See, App. 1) invalidates ...¶327" ? (See, App. 6-7) in Circuit Court of Cook



TIMELY AND PROPERLY RAISEDFEDERAL QUESTIONS

County, 12/5/87, Prince Saud's motion opposition to only CTA, defendant's motion to dismiss ("...verified first amended complaint ... alleged breach of contract...CTA...a common carrier that holds itself out as such to the world...Chudnovski v Eckels 232 Ill 312, 317, 318...and Rotheli v CTA 7 Ill 2d 172, 177, 178 [contract-in-fact] of carriage for hire by passing consideration..."(SUMMARY). Entry order 12/5/87 (...Plaintiff's complaint aganist CTA be stricken and Plaintiff's cause be dismissed with prejudice pursuant to chapter 111 2/3 §327 ...and reasoning in Bilyk v [CTA]) (See App. 9, 10) 1/31/88 Prince Saud's motion to vacate 12/5/87 judgment-order("...Ill Rev Stat ch 111 2/3, par. 327(1987)...implied



contract, based on assent of parties by expressed action, is protected under U.S. Constitution Sec. 10, Art. 1 Hawthorne v Calef 2 Wall 10 which was impaired when par. 327 applied to instant case. Detorit United Railway v. Michigan 242 US 238. CTA no longer functions as a municipal corporation, ...has all attributes of a privately owned and operated corporation per known beneficiaries of par. 327, who are not riders or tax payers...in holding by Justice Ward, at pg. 4 Bilyk v. CTA (Ill. S Ct, 1988). (SUMMARY motion vacate with memorandum of law). Entry 1/31/88 judgment-order ("...having considered the pleadings previously filed and the plaintiff's memorandum of law... being fully advised in the premise... motion to vacate denied) (See, App. 11)



Cohen v California 403 US 15, 17, 18
(1971) (constantly claimed that as
construed to apply to the facts...
the statute infringed his [amendment 1st
right, federal fundamental right"]

In Appellate Court of Illinois,
Prince Saud's brief on appeal, conten-
tion Article I, §10 right breached..
applied Sec. 327 and Bilyk v CTA to
Breach of Contract... cited
Valuch v. Rawson 270 Ill App 583,590,
593 (1933) City of Chicago v. Vokes
28 Ill 2d 475, Stack et al v RTA-Burns
et al v RTA 101 Ill 2d 284, 286,289
City of Chicago v Vokes 28 Ill 2d 475,
477,479,480 (Ill S. Ct, 1963)
Detroit Railway Co. v Michigan 242 US
238 (1916) tests: was there a contract?
If so, what obligation arose from it?
Has that obligation been impaired?
Allied Structural Steel Co v Spannaus



438 US 234 (1977) test similar under contemporary protection Article I, §10, cl. 1 (See, App. 1)(SUMMARY, brief on appeal at Pp 17-23) Reply brief, (SUMMARY Art. I, §10 cl. 1 prohibits impairment of contract-in-fact as continuous contract, franchise to operate as passenger common carrier included remedy for purely economic losses, ¶327 **retroactively** impaired remedy for breached in and part of continuous contract obligation. CTA engaged in proprietary functions-activities-capacities, and can't delay or avoid obligation by use of sovereign immunity) Rule 23 Order denied claim under Article I, §10, cl. 1 (See, App. 1) held ¶327 valid ("...cause of action sounded in contract...Bilyk v CTA completely and specifically disposed



of all plaintiff's claims..." and ("...trial court applied it...upheld constitutionality of section 27" [¶327] (See, App. 20)

Orr v Orr 440 US 268 (1979) at 274-276 Note, however Rehnquist, J. dissenting opinion Orr v Orr 440 US 268 (1979) at 299, and then See Miles v Maryland 486 US 367 (1988) at 369,396, as Orr v Orr 440 US 274, 275 (1979) cited as authority (independent of Article III standing requirements), a unanimous U.S. Supreme Court. Also, federal question only in state appellate court papers meet requirement to raise federal question and actually entertained and decided by the court. Miles v Maryland 468 US 367 (1988) at 395 footnote 3.

Illinois Supreme Court, heard 4/4/90



petition for appeal as matter of right

Ill. Const. (1970) Art. VI, §4(c)

(Skinner v Hellmuth et al 114 Ill 2d

252, 256 (1986 granted ~~pet~~ition

Skinner v Hellmuth et al 135 Ill App 3d

756 (1985) raised for first time

a question under U.S. Constitution)

Rule 23 Order likewise did so (See,

App. 14-20): QP A(2) "...Article I,

§10, cl.1 invalidates...Article XIII,

§4 as for ¶327... thus, in part,

QP A(1) "...Article I, §10, cl. 1

invalidates...¶327, construed to be

raised. See QP A(2) hereafter, denial of

petition, "...fully advised in the

premise..." Eddings v Oklahoma 455 US

104, 113-114 footnote 9. (1982)

QP A(2) "...Article I, §10, cl. 1

invalidates...Ill. Const.(1970) Art, XIII,

§4(c) as for ¶329..." (See, App. 1, 2,

6 -7) only in Appellate Court, 11/27/89



Prince Saud's reply brief, contention, at Pp 8-9 ("...[E]xcpt as the General Assembly may provide by law, sovereign immunity in state Abolished"...To confer sovereign immunity upon CTA and have statute (¶327) [See, App. 6-7] applied to contract of common carriage for hire for alleged CTA bus operators proprietary capacity-activity, as plead at lower court; on appeal...Sec 327(¶327) and Bilyk decision impermissibly impairs contractual obligation, therby [Ill Const (1970)] Article XIII, Sec 4 itself violative of U.S. Constitution

Clay County v Society of Savings 104 US 579, Mississippi & M.R. Co. v Mc Clure 10 wall 511." (See, App 7-8)(SUMMARY)

Also, at Pp 11 (...Sec. 327 (¶327) and the rationale of Bilyk...applicability of Federal Contract Clause



that covers legislative power to impair
contract...Home Telephone and Telegraphy
Co v Los Angles 277 US 278 at 292 to 296")
11/27/89 Rule 23 order "...Plaintiff's
third contention is addressed to...
question of CTA's statutory immunity ...
Bilyk v CTA completely and specifically
disposed of all plaintiff's claims ...
and upheld constitutionality of Section
27 (¶327) " (See App 6-7, and App 17-18)
Such was first time in opinion of
Appellate Court Illinois action on ques-
tion arising under Federal Contract Clause
Bilyk v CTA 125 Ill 2d 230 (1988) at
241, 243 ("absolute immunity", "broader
immunity"). Denied claim for Article I,
§10, cl 1 unconstitutional impairment
of contract as Bilyk v CTA necessarily
involved upholding validity of Ill Const.
(1970), Art. XIII, §4 as for ¶327.



(See, App. 6-7) As such had recently vested CTA with irrebuttable presumption of absolute sovereign immunity, even for purely economic losses from breach of contract.

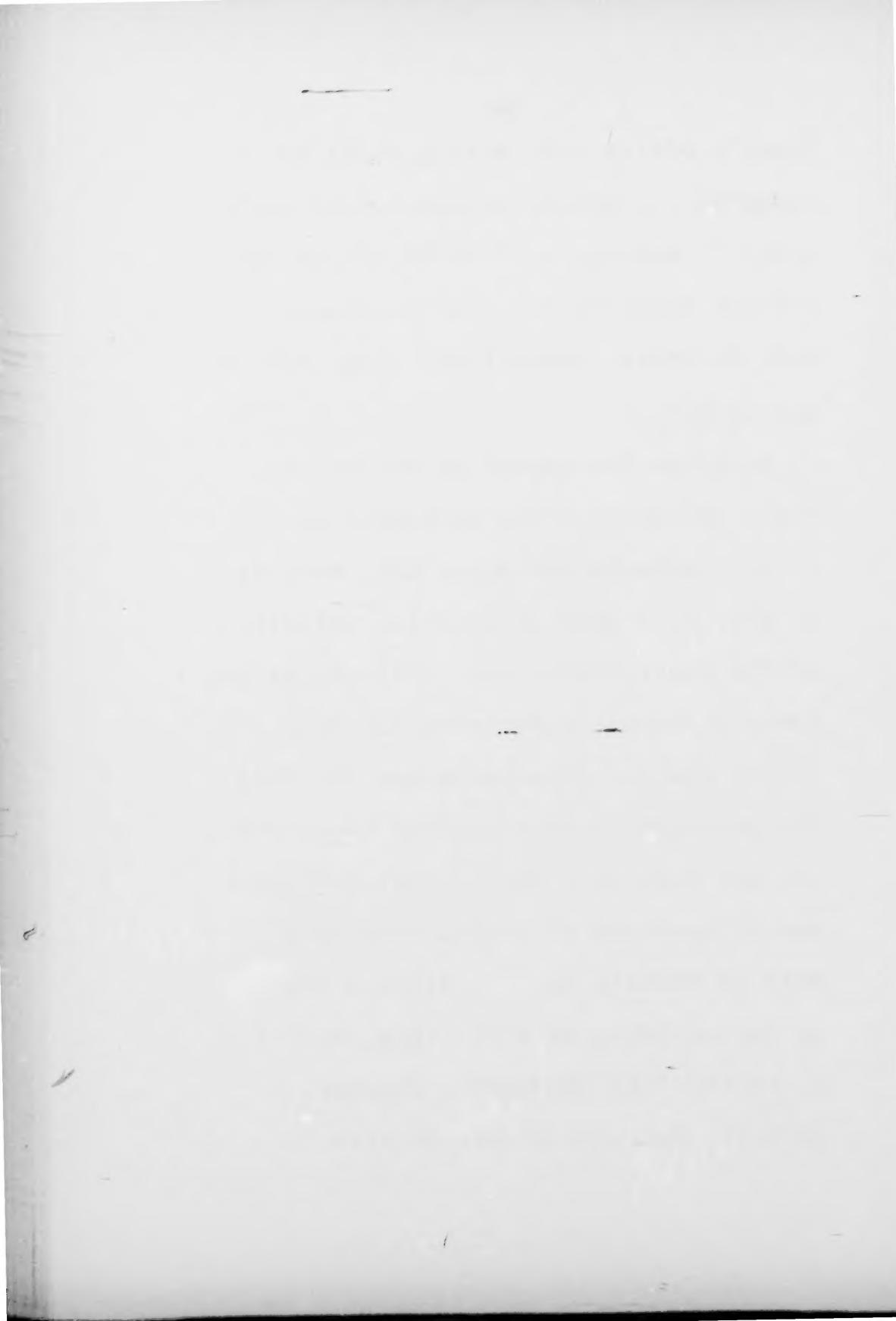
Orr v Orr 440 US 268, 274-276 (1979)
Prince Saud's petition for rehearing
1st Trust and Savings Bank of Kankakee
v Powers 392 Ill 97 (Ill S Ct, 1946)
allowed first time proposition in
petition for rehearing "...THAT
classification of CTA's service...
immune from federal constitutional
regulation as for petitioner's Bill of
Rights, fundamental right under
Article I, §10, cl. 1, ...Constitution
of Illinois (1970) Art. XIII, §4 and
Sec 327(¶327) enacted and construed by
Illinois highest court ...void as
against federal policy.") (SUMMARY



petition for rehearing at p. 1). Decided 1/14/90 judgment-order denied rehearing, Rule 23 Order entered, unmodified (See, App. 20) (contra) Mississippi Power and Light Co. v Mississippi 487 US 354, 369 footnote 10 (1988) implicitly passed upon not meet requirements; however, Bilyk v CTA necessarily involved Ill. Const. (1970) Art. XIII, §4's constitutionality as language exactly in text included reasoning to include broader immunity for CTA than others. Moreover, 1/4/90 order had to include "...being fully advised in the premise ..." as proposed order filed with petition. Ill Code of Procedure and Rules of the Appellate Court, 1st Dist. (West, 1989) 110A, ¶803(b): "A proposed order shall be submitted with each motion...style of such...from

Clerk's office...No motion shall be accepted ... unless accompanied by such order." Eddings v Oklahoma 455 US 104, 113-114 footnote 9. 1/4/90 entered Rule 23 Order, unmodified. (See, App 20 App 14-19).

Petition for appeal as matter of right decided 4/4/90, contended at p. 2: verbatim amendment XIV, Article I, §10, cl 1 drew in question validity of Ill Const.(1970) Art. XIII, §4 as for ¶327, verbatim Franchise(Contract) for 50 years ---Ordinance Apr 23, 1945 CTA passenger common carrier (See, 7-8), Ill Rev Stat ch 1, ¶801 (1986) set terms and obligations of contract-in-fact. Rule 23 Order's cite to Bilyk v CTA as for validity of ¶327. (See, App. 1,2, 6, 14-19, 7-8) (SUMMARY). Thereby, QP A(2), Contract clause QP A(4)



"...tradition of protection ...fundamental federal right?" QP B "...claimed amendment XIV right to non-illusory appellate court review...

"366(a)(2) [See, App. 3] unconstitutional as applied to circumstances of case?"

As grounds for first time in and as a result of action of Appellate Court, mandatory jurisdiction and mandatory review in Illinois Supreme Court.

Skinner v Hellmuth et al 114 Ill 2d 252 (Ill S Ct, 1968). Ill Const(1970), Article XIII, §4, Sixth Illinois Constitutional Convention, Verbatim Transcript (See, Vol III, Pp 1829-45, Vol V Pp 3948-50 and 4257) [Published by John W Lewis, Sec of State of Ill., 1972 (for intent of convention for Absolute sovereign immunity vesting

—

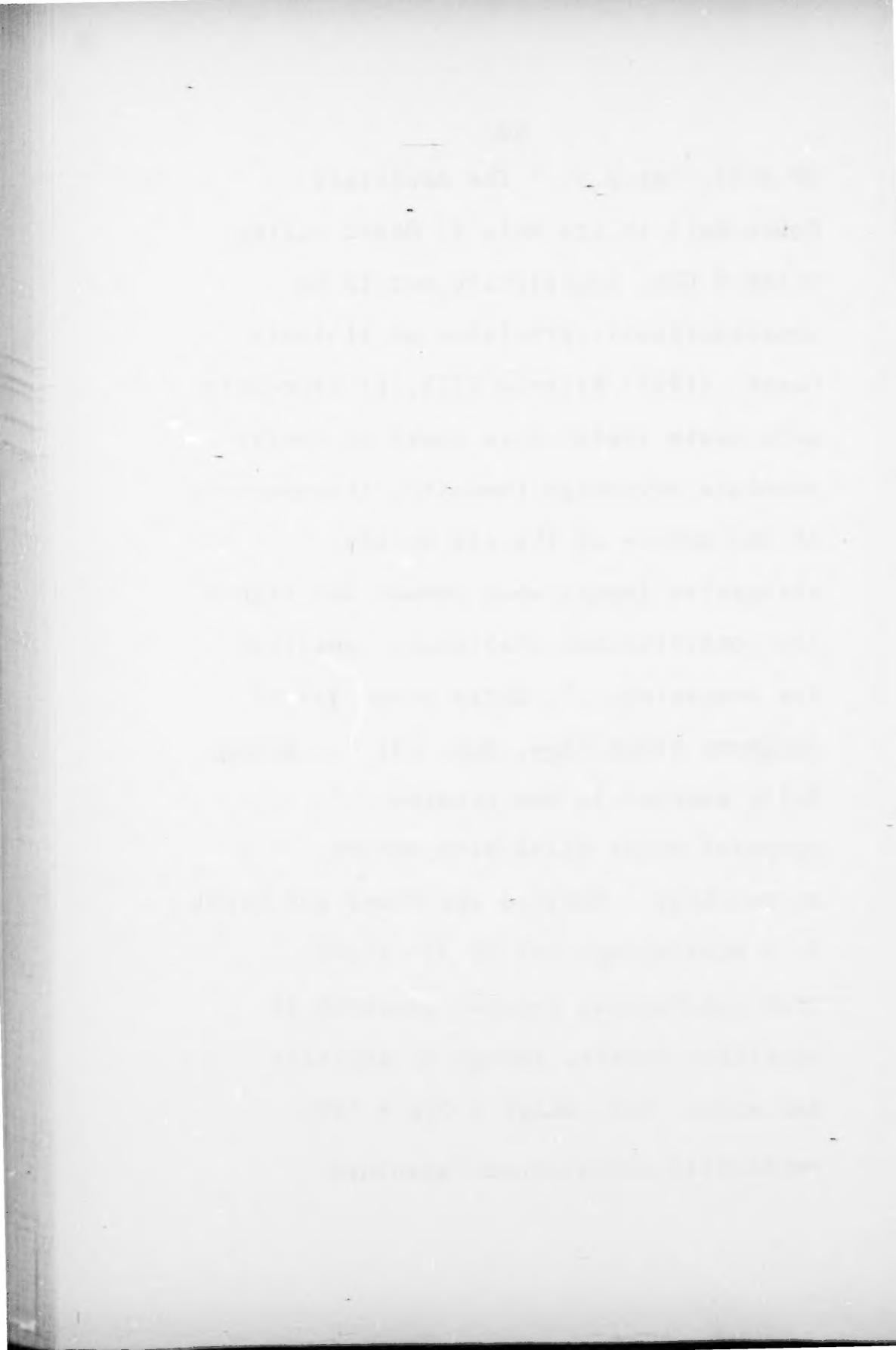
4/4/90 order denied petition for leave(sic) to appeal, without opinion (See, App. 12) "...being fully advised in the premise..." text appeared, as required in draft order, Prince Saud previously filed with petition for appeal as matter of right, style sheet from Illinois Supreme Court Clerk's Office. Eddings v Oklahoma 455 US 104, 113-114 footnote 9 (1982), timely raised federal question.

Chapman v Goodnow 123 US 540, 547-548 (1903) right claimed under constitution of the United States...denied as well by evading a direct decision...avoids all reference to it..is as much aganist right..." 5/25/90 Johnson v Colley 111 Ill 2d 468 (1986) grounds for motion to reconsider denial, petition.

Ground VI, drew in question, again,

and marketing, and one of the main difficulties in this area is the lack of information on the market. This applies equally to the market for the production of organic foodstuffs and to the market for the production of organic raw materials. The market for organic foodstuffs is very small, and there is no clear picture of its size or growth rate. The market for organic raw materials is also very small, and there is no clear picture of its size or growth rate. The market for organic foodstuffs is very small, and there is no clear picture of its size or growth rate. The market for organic raw materials is also very small, and there is no clear picture of its size or growth rate.

QP A(2). At p 9: "The Appellate Court held in its Rule 23 Order citing Bilyk v CTA, legislative act to be constitutional..provision of Illinois Const. (1970) Article XIII, §4 expressly gave state legislature power to confer absolute sovereign immunity, irrespective of the nature of the act or its abrogative impact upon common law rights. see constitutional challenge...petition for rehearing..." Entry order 5/5/90 judgment order (See, App. 13) "...being fully advised in the premise..." proposed order filed with motion as required. Mississippi Power and Light Co v Mississippi 487 US 354 (1988) (for substantial federal question in appellate papers, though no explicit decision) Yet, Bilyk v CTA's text explicitly entertained "absolute



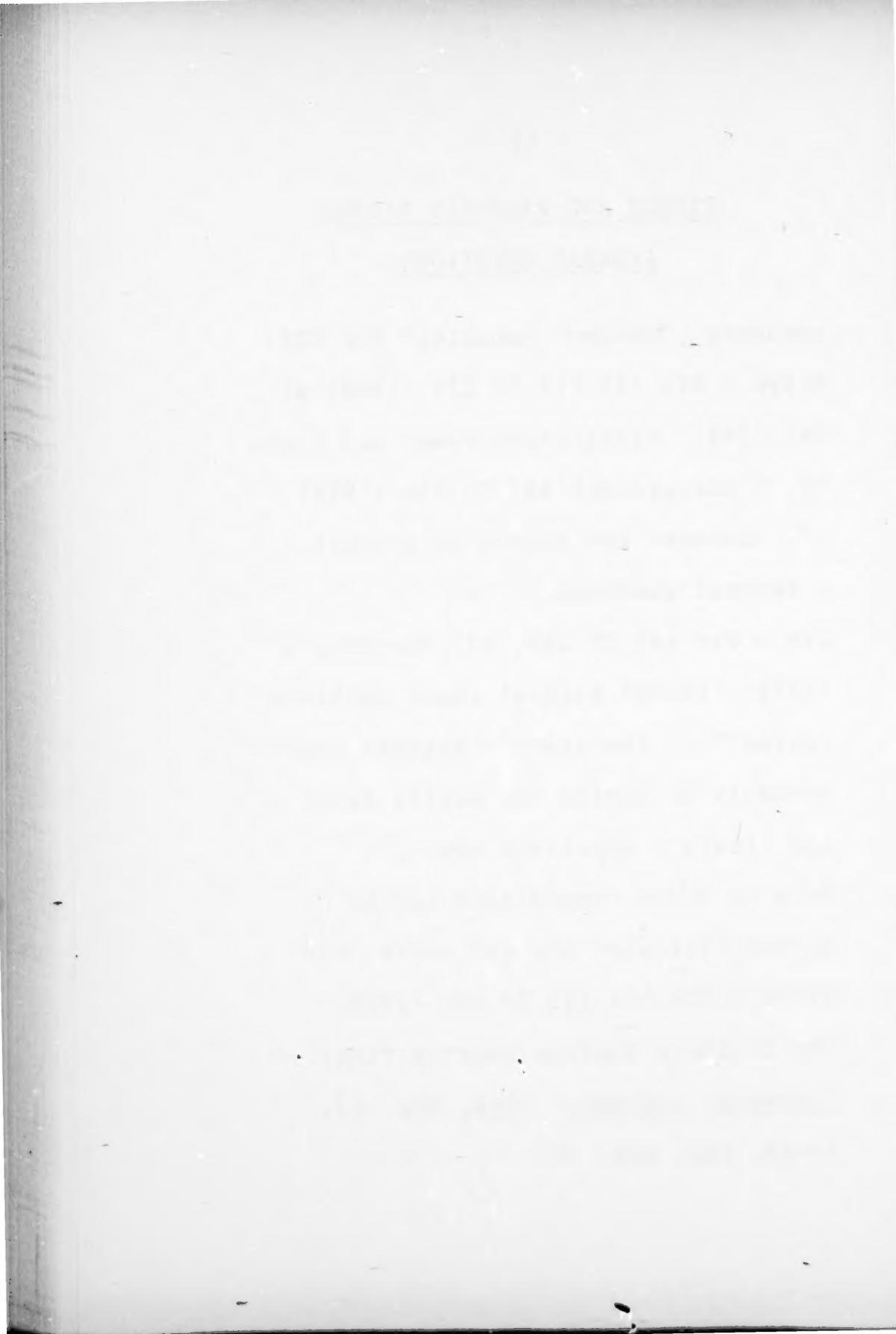
TIMELY AND PROPERLY RAISEDFEDERAL QUESTIONS

immunity , 'broader immunity" for CTA.

Bilyk v CTA 125 Ill 2d 230 (1988) at
241, 243. Mississippi Power and Light
Co. v Mississippi 487 US 354 (1988)
("...because the papers do present...
a federal question... ")

Orr v Orr 440 US 268, 277 footnote 6
(1979) States highest court declines
review "... the state's highest court
actually to decide the merits [was]
the [state's appellate court]"

Rule 23 Order, unmodified may be
deemed Illinois' highest court, and
Bilyk v CTA 125 Ill 2d 230 (1988),
the Illinois Supreme Court's final
judgment, judgment. (See, App. 13,
14-19, esp. App. 18)



QP A(3) and QP (A3a) "...amendment XIV federal fundamental right...U.S. Supreme Court accepted tests not followed in Bilyk v CTA? and "...U.S. Supreme Court accepted tests irrebuttable presumption of absolute sovereign immunity and unconstitutionality of CTA's classification as municipal corporation (a sovereign entity), amendment XIV tests not followed in Bilyk v CTA? In Circuit Court of Cook County, raised by motions on 12/5/88 and 1/31/89 Article I, §10, cl 1 (tests for proprietary passenger common carrier contract-in-fact) and equal protection of laws challenge (tests for classification cited in Bilyk v CTA) application and effect that took Prince Saud's property right, in the form of remedy, by legislatively vested irrebuttable

the author's name is not mentioned. The
book is divided into two parts. The first
part contains a history of the life of Jesus
and the second part contains a history of
the life of Paul. The book is written in
a simple and clear style, making it easy
for the reader to understand. The book
is a valuable resource for anyone interested
in learning about the life of Jesus and
Paul.

presumption of sovereign immunity to breach of contract of common carriage, contract-in-fact, in franchise(contract) to operate as a passenger common carrier (CTA). Economic losses resulted from alleged breaches. 12/5/88 and 1/31/89 orders text shows non-conformity with U.S. Supreme Court accepted test (See App 1, 9-11)

In Appellate Court, contentions in Prince Saud's: Brief, Reply Brief and Petition for Rehearing, referenced Circuit Court motion hearings and motions challenging failure to follow U.S. Supreme Court tests. On 11/27/89, Rule 23 Order "...violative of his right to equal protection of the law... historical anecdotes... - improper classified CTA as a municipal corporation People v CTA(1946) 392 Ill 77...



Illinois Supreme Court...Bilyk v.
CTA(1988) ..." validated classification
as municipal corporation, denied right
to property, in form of remedy.

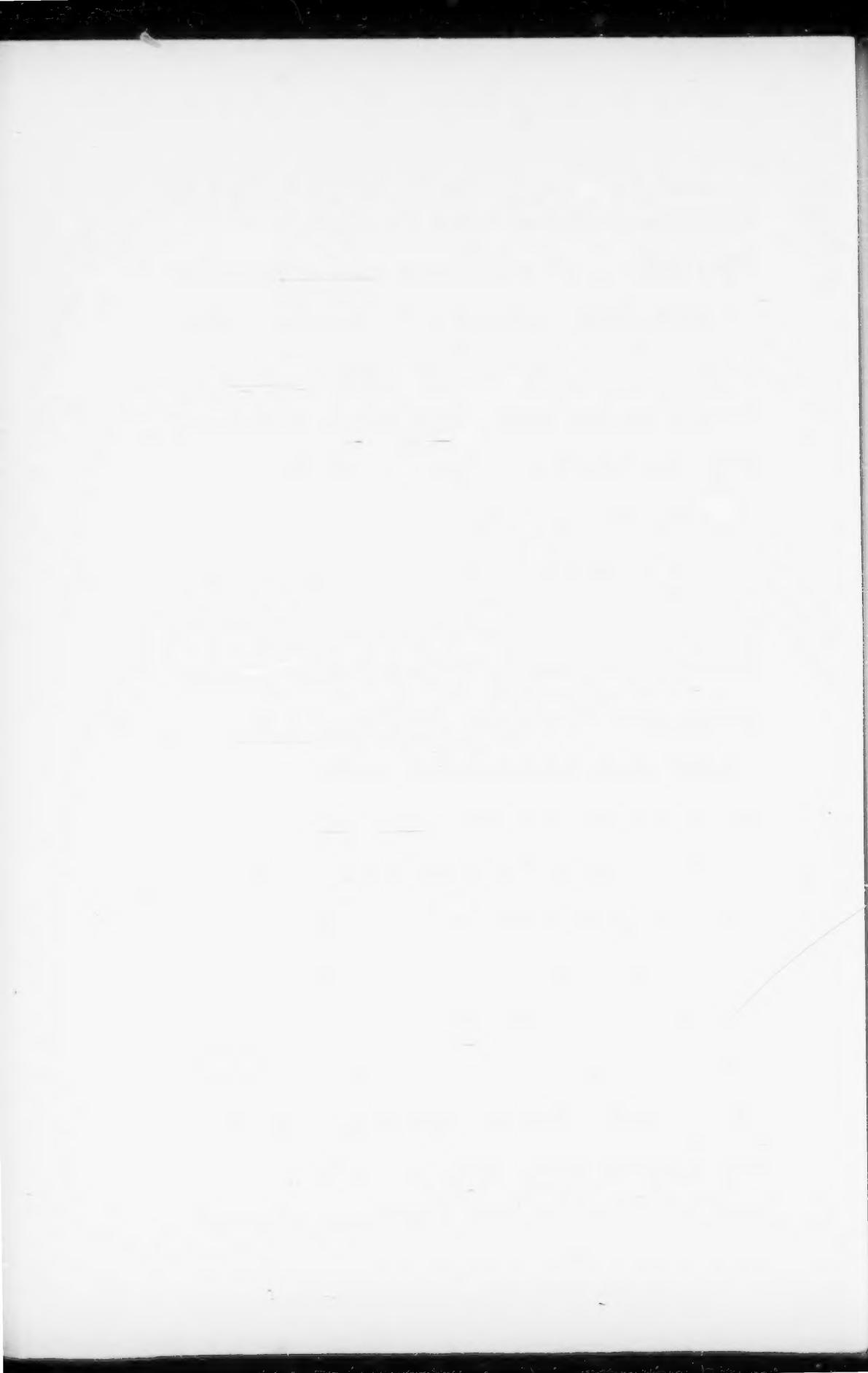
Prince Saud's challenge under amendment
XIV, included Ill. Const. (1970)

Article VII, §1 (See, App. 1)
citing Danahar v CTA 40 Ill App 3d 913,
CTA's irrebuttable presumption of
absolute sovereign only for traditional
government functions performed for
traditional governmental bodies.

Orr v Orr 440 US 268, 274, 275 (1979)

In Illinois Supreme Court, Bilyk
previously decided, Rule 23 Order cited
that case (See, App. 16-17) challenged
failure to follow Shelley v Kraemer
334 US 1 and Stanley v Illinois
405 US 645. Denied challenges 4/4/90
and 5/25/90 (See, App. 12, 13).

Orr v Orr 440 US 268 (1979) in view of



Bilyk v CTA 125 Ill 2d 230 (1988)

Constitutional validity of
classification 1945 municipal ordinance
Illinois Constitution (1970) Article VII,
§ 1, amendment XIV, Danahar v CTA
40 Ill App 3d 913. Shelley v Kraemer
334 US 1. (SUMMARY)

QP A(4) "...tradition of protection...
fundamental interest?" Before Appellate
Court of Illinois, 1/4/90 petition for
rehearing in QP 3, amendment XIV .

Expressely contended in one mode histor
ical analysis tradition of protection.

Denial of petition, Rule 23 Order
unmodified ("...historical ancedotes...")
(See, App. 17) (See App 20) Eddings v

Oklahoma 455 US 104 113-114, footnote⁹
Browder v Gayle 352 US 903 (1956)
affirming Browder v Gayle 142 F Supp.



707 (1956) (operation of local transportation system tradition of protection for passengers' use interfered with, fundamental federal interest in passenger to passenger common carrier. See footnotes therein. Historical analysis single mode: users of mass market services to type or form of organization that mass market service
(SUMMARY: Petition for appeal as matter of right, at p 14 only)

Petition denied.

QP B "...claimed amend. XIV right to non-illusory appellate review..."

¶366(a)(2) [See, App. 3) unconstitutional as applied?" In Appelate Court, only for first time. 1/4/90 petition for rehearing drawn in question express challenge to addition of new defendants-appellees without notice, 11/27/90



Rule 23 Order (See, App 14-19), (See, App 1) by effects upon property right in form of remedy for wilful and wanton entrustment of CTA bus to said CTA bus operator, Transit Board liable.

Lockett v Bi State Transit Authority
99 Ill 2d 66,74 [at p 4 Reply Brief].

1/4/90 denied rehearing, (See, App 20)
"...being fully advised in the premises propose order filed as required.

Eddings v Oklahoma 455 US104, 113-114
footnote 9 (1982) (See, SUMMARY STATE-
MENT OF FACTS, SERVICE OF PROCESS)

(See, App 16 "...unnecessary for Board to file a seperate appearance...")

Friedman and Rochester, Ltd v Walsh
67 Ill 2d 413, cited pg 8 petition for appeal federal question subsumed any parallel ones in Illinois. Raised constitutionality of Ill Rev Stat ch 111 2/3 1319 per 1345. 4/4/90 and



5/25/90 order denied to hear federal questions. Motion reconsider denial ground II CTA only and not members of Chicago Transit Board appeared.

Motion denied to hear amendment XIV challenge to effects of application of 1366(a)(2) (See, App. 13) Williams v Georgia 349 US 375, 382-383 (1955)... passing on issue allow or deny motion for rehearing and necessarily involved who were defendants-appellees-respondents constitutional claim raised consistently. QP C "...Ill Rev Stat 317 and 315...as applied repugnant to amendment XIV"?

5/25/90 decided Price Saud's motion, in which set out Amend. XIV and See App 3-4, then 4-5) Motion denied.

"...being fully advised in premise..." proposed order filed with motion (but See, App. 13). Eddings supra.



SUMMARY ARGUMENT

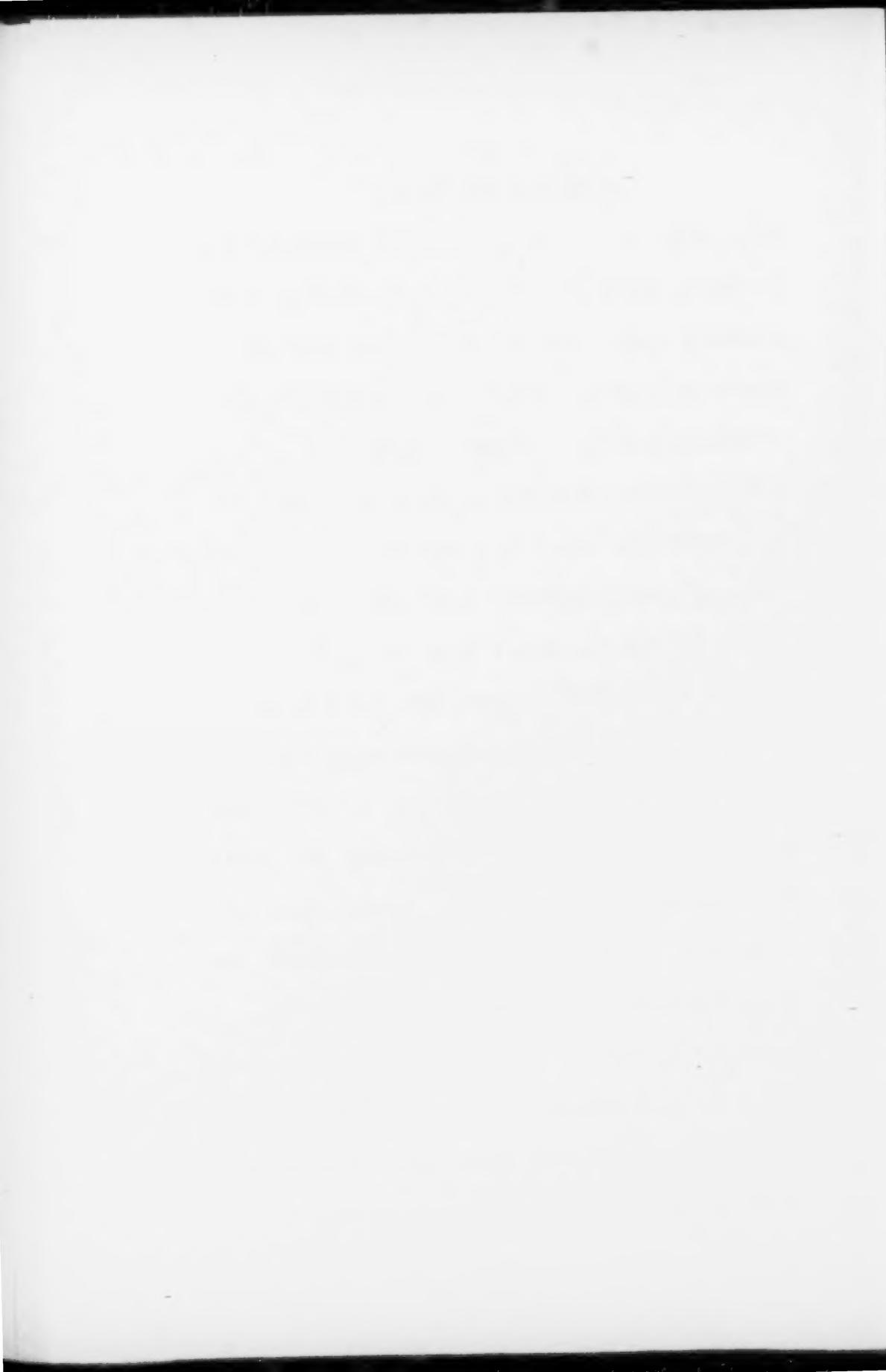
Breach of contract common carriage
in two lower state court's, 1st verified
amended complaint, the pleadings. Harvey
v Brewer 166 Ill App 3d 253 (1st Dist.,
1987) Illinois Supreme Court did not
have record on appeal nor appellate
court papers in and before the court
during deliberations on petition for
appeal as matter of right. State's
legislative enactment impair obligations
of contract, Article I, §10, cl 1,
Supreme law of land, effectively in
1945 to 1995 express continuous contract
(franchise ordinance) for CTA to operate,
to use street and roads as passenger
common carrier for hire for benefit
of inhabitants(primarily) of municipal
corporation called Chicago, Journal
City Council of Chicago (Apr 23, 1945)



SUMMARY ARGUMENT

(See, App 7-8). May 9, 1986 contract-in-fact, similar in method, except for reading sign, to pre-literate Anglo-Saxon culture. Wherein, formation of contract-in-fact with respect to obligations, duties, liabilities, and remedies for breaches serve as foundation of contemporary contract law.

Anglo Saxon Contract Law 19 De Paul L. Rev 270(1970) Common law of England on contracts of common carriage for hire remain effectively enforce, in 1945 when express-continuous contract for 50 years certain and irrevocable. Existence of contract, kind of contract, how and when formed, well settled. However, Article I, §10, cl 1 analysis begins with only U.S. Supreme review of case, independent of reliance upon Illinois common law of contracts. Toward a



Revitalization of the Contract Clause
51 U Chi L. Rev. 703 (1984). Detroit
United Railway v Michigan 242 US 238
(1916) Ex ante will some group receive
differential benefits from existence
and operation of state law in question?
Whether 1945-1995 express continuous,
contract for 50 Year Term, May 9, 1986
"contract-in-fact is "contract"
within meaning of Federal Contract
Clause? Well settled U.S. Supreme Court
cases already contain methods of
analysis to arrive at a "no-need-for-
judicial-invention" "agreement" to
meet contemporary demands upon mass
society. Both are contracts within
protection of Contract Clause. The
obligations, the relationship by contract
terms are also well established. You
pay for something, you buy . . .

L

expected results from known data about what other have promised will be known results by their experience in an industry. Control over the resources use are beyond the users until the contract supplier put it before the market, ready for users inspection. There is reliance upon the contracting resource supplier. Have conditions change since Anglo-Saxon times for when contractual obligations remain set for certain use for a price? What were conditions like in 1945, when 50 Years irrevocable, express contract for transportation for hire became effective for CTA? Bester v CTA 676 FS 833 (N.D., Ill., 1987) provides historical data and a decision from the federal system. 2461 Corporation v First National Bank 64 Ill 2d 364, a



financial history. CTA v Danahar
40 Ill App 3d 913, 914, 915 Ill.
Constitution (1970) Article V, §1
necessary authority for classification
of the passenger common carrier entity.
Ernst-Whinney CTA Audited Financial
Statement FY 12/27/86 and 12/28/85
controlling data on CTA financial
condition, nearly \$90,000,000 available
for potential liability for claims
against CTA, and that a proprietary
system is maintained. In sum, CTA is a
passenger commmon carrier for hire, like
the preceeding transit companies, where
users-passenger pay to be transported,
arrival at their destinations. Thus,
Article I, §10, cl. 1 analysis should
gleaned from U. S. Trust Co v New
Jersey 431 U S 1 (1976) at Pp 19-21
footnotes offer a quick overview.



Note retroactive application of Ill. Constitution (1970) Article VII, §1 to form of doing business, will not take any substantive rights from CTA. Such will better display what kinds of contracts are formed in Apr. 23, 1945 franchise (express) contract. What obligations vest with all inhabitants of Chicago until the full Fifty years have expired and performed by CTA. CTA further more has never operated in a sphere of sovereignty, similar to the State of Illinois nor as an agency of the state. Ill Rev Stat ch 111 2/3, ¶327 as from Ill Const (1970) Article XIII, §4, requires review of its origin as organic state law, within meaning of Federal Contract Clause. Clay County v Society of Savings 104 U S 579 (1881)



Sixth Illinois Constitutional Convention, Verbatim Transcript Vol III,
Pp 1829-45, Vol V, Pp 3948-50, 4257 provides the intent of the convention.
As states laws are not relied upon to define "contract"; nevertheless the "impairing" state law requires analysis. Which includes §327's organic foundation. Is a passenger common carrier for hire intended to be vested with absolute sovereign immunity? If yes, does that extend to breaches of contract to completely destroy a remedy in 50 Years irrevocable, certain, continuous, express contract, plus the other requirements for Contract Clause protection? Valuch v Rawson, Trading as Chicago Surface Lines 270 Ill App 583 (1933) In addition, an irrebuttable presumption of absolute sovereign immunity violates amendment XIV, as



remedy for breach of contract is a form of property. *Stanley v Illinois* 405 US 645 (1972) establishes accepted tests for amendment XIV challenges, none of these tests were followed in *Bilyk v CTA* 125 Ill 2d 230 (1988).

Bilyk had a non-contract cause of action; what test are required for property rights in form of a remedy?

Tradition of protection of local transportation as a fundamental federal interest requires analysis beyond a mere petition. Moreover, abrogation of an entire body of common law, absent any Federal Contract Clause protection, deserves exploration. *Shelley v Kraemer* 344 US 1 (1948). Finally, appellate review protection of rights remain a continuous area for extension of amendment XIV's application.

Griffin v. Illinois 351 US 12 (1956)



REASONS FOR GRANTINGTHIS WRIT

28 USC 2104 Act of June 27, 1988,
Pub L. No, 100-352, /5(d)(1), 102 STAT
663, eff., 9/25/88 conveysa trust in
this court as Congressmen's and U.S.
Senators' electorate look to this court
to review lower state courts' decisions.

Standing (Apr 23, 1945-1995 Ordinance
See App. 7-8, terms of obligation in
May 9, 1986 contract-in-fact)

Valuch v Rawson 270 Ill App 583, 590,
592 (1933). Property right, in form of
remedy, affects income allocations for
all CTA users. CTA can, now invoke,
absolute sovereign immunity, as a
passenger common carrier entrusted
with passive passenger enroute to
all arrays of vital economic activities.



Value of mass transit services have increased as other factors push up costs. As users pay for majority of operating cost, and claims for remedies are under 10 million dollars each year. End users can spread the burden without a substantial increase. \$250.00 was a loss by result of CTA bus operator's conduct. Were it not a burden, CTA would have paid long ago from a near \$90,000,000 Damage Reserve Fund. CTA does not deserve to have a remedy removed. Proven and recognized as due potential payment claims by passengers' was 8.0 million, 1985 and 9.6 million in 1986. Ernst & Whinney CTA Audited Finacial Statement: FY 12/27/86 & 12/28/85

1327 a new area of law CTA to test out on est. 463,000 plus passenger per



work day, 7,458 with public transportation disabilities. Except for temporary loans for large liability settlements, damage reserve fund derived from passengers' fare paid. U.S. Turst Co. v New Jersey 431 US 1 (1976).

CTA is the only passenger common carrier with absolute sovereign immunity. New York Transit : 3800 buses, New Jersey 2615, So. Calif. Trans. 2368 buses, CTA 2055, Metro Magazine, vol 85, no. 5 Annual Fact Book 1988/89 (Bobbit Publishing) Only Illinois' state constitution/statute union to make a passenger common carrier, CTA, immune in tort and in contract.

New York City Transit in Crosland v NYCT 506 NYS 2d 670 limits liability for passenger common carrier for hire.

California no state sovereign immunity
New Jersey, none for mass transit.



Two pending cases in immunity area
of law before this Court:

Eastern Airlines v Floyd 58LW3723

Howlett v Rose 58 LW 4755, no. 5383

LOWER STATE COURTS

MAY WANT DIRECTION

Other federal questions presented
should be reviewed on: analysis for
and classification of "contracts" for
Contract Clause protection. Absolute
Sovereign Immunity for a passenger
common carrier, a new area of law.
Yet, without directions from this court
many new cases could seeking writs.
Unchecked, lower state court may deem
contractual immunity sound policy.

Since only federal question(s)
in instant petition, case cert-proof.
Disimilar from Orr v Orr 347 So 2d 895,
where after reversal and remand, sex
neutral alimony law passed, and had to pay.



Even with concurrent jurisdiction
lower state court should conform with
this court's directions:

Knight v Quarles 2 Brod & Bing 102
(Trinity Term 1st Year King George
IV)

Conclusion

In conclusion your petitioner, Prince
Saud ben Abdul Aziz, respectfully urges
lower courts did not follow accepted
tests and Federal Contract Clause
protection necessary. Appreciative for
grant of writ as court's docket control
and time resources for all fairly.
reverse and remand to appropriate courts.

/s/

Prince Saud ben Abdul Aziz
1015 W. Roscoe, Chicago 60657
Pro Se Petitioner
Phone: N/A



Appendix



App. 1

U.S. CONSTITUTION INVOLVED

Const. of the U.S. (U.S.C. 1988 ed.)

article I, Section 10, clause 1

"No state shall...pass any...law

impairing the obligation of contracts"

Const. of the U.S. amendment XIV, §1

"No state shall...deprive any person of life, Liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws."

ILLINOIS CONSTITUTION INVOLVED

Ill. Rev. Stat. (1988)

Ill. Const. (1970)

article VII, Section 1
Municipalities and Local
Government

" "Municipalities" means cities,
villages, and incorporated towns."



App. 2

ILLINOIS CONSTITUTION INVOLVED

Ill. Rev. Stat. (1988)

Ill. Const. (1970)

article XIII, §4

Sovereign Immunity Abolished:

"Except as the General Assembly may provide by law, sovereign immunity in this state is abolished."

ILLINOIS STATUTES INVOLVED

Ill. Rev. Stat. ch. 110, §2-211(1985)

"Service on public, municipal... corporations. In actions against public, municipal,... corporations, summons may be served by leaving a copy with the ...mayor...in the case of a city... with the president of the board of trustees...in case of a village... with the president or clerk or other officer corresponding thereto in the case of any other public, municipal... corporation or body."



App. 3

ILLINOIS STATUTES INVOLVED

Ill. Rev. Stat. ch 110A, ¶366 (1987)

"(a) Powers. In all appeals the reviewing court may, in its discretion, and on terms as it deems just...

(2) "...allow new parties to be added...on such reasonable notice as it may require."

Ill. Rev. Stat., ch. 110A ¶317 (1987)

"The appeal shall be initiated by filing a petition in the form prescribed by Rule 315. In other respects the procedure is governed by Rule 315."

Ill. Rev. Stat., ch.110A, ¶315(d) (1987)

"315(d) Record, Abstracts. If an abstract has been filed in the Appellate Court, the petitioner shall file two or, if available, eight copies thereof in the Supreme Court, and for that purpose the clerk of the Appellate Court, when requested, shall release to the petition-

L

L

App. 4

Ill. Rev. Stat., ch. 110A, §315(d)(1987)
er any available copies thereof.

The clerk of the Supreme Court shall send notice of the filing of the petition to the clerk of the Appellate Court, who, upon request of the clerk of the Supreme Court made either before or after the petition is acted upon and at the expense of the petitioner, shall transmit to the clerk of the Supreme Court the record on appeal that was filed in the Appellate Court and a certified copy of the Appellate record..."

Ill. Rev. Stat., ch 110, §101.32 (1963)
"§101.32(3) (Supreme Court Rule 32)
" In all criminal cases and in all civil cases when notice of appeal as of right is filed in the Appellate Court, not later than 15 days thereafter,



App. 5

ILLINOIS STATUTES INVOLVED

"§101.32(3) continued

(the clerk of the Appellate Court)...

"shall transmit to the clerk of this court the same record as provided in this rule in cases of leave to appeal..."

Ill. Rev. Stat. ch. 110, §101.32(1963)

"§101.32(1) (Supreme Court Rule 32(1))

The party applying for leave to appeal from an Appellate Court...[t]he clerk of that court...shall transmit to the clerk of this court the [record on appeal]...with certified copy of the record of the Appellate Court appended thereto."

Ill. Rev. Stat. ch. 1, §801 (1986)
Common Law, Rule of Decision

"The common law of England,,, shall be the rule of decisions..."



App. 6

ILLINOIS STATUTES INVOLVED

Ill. Rev. Stat., ch. 111 2/3, ¶327(1985)

In the policing of its properties the Board may provide for the appointment and maintenance, from time to time, of such police force as it may find necessary and practicable to aid and supplement the police forces of any municipality in the protection of its property and property of the persons and property of its passengers and employees, or otherwise in furtherance of the purposes for which such Authority was organized. The members of such police force shall have and exercise like police powers to those conferred upon the police of cities.

Neither the Authority, the members of its Board nor its officers or employees shall be liable for the failure to



App. 7

ILLINOIS STATUTES INVOLVED

ch., 111 2/3, ¶ 327 continued
provide a security or police force or,
if a security or police force is
provided, for failure to prevent the
commission of crimes by fellow
passengers or other third persons or
for the failure to apprehend criminals."

CITY OF CHICAGO
ORDINANCE INVOLVED

Journal-City Council-Chicago (Apr 23,
1945)

AN ORDINANCE

"Authorizing and Granting to Chicago
Transit Authority The Exclusive Right
...to Maintian and Operate...Facilities
for Local Transportation Within City
of Chicago for Term of 50 Years and
Thereafter until Time Terminated, and
to Use the Streets, City owned Subways,



App. 8
CITY OF CHICAGO
ORDINANCE INVOLVED

Journal-City Council-Chicago (Apr 23,
1945)

AN ORDINANCE (continued)

and Public Place Thereof

§2 Grant of Authority-Termination

Paragraph A. Grant

Subject to all terms...requirements and limitations in this ordinance...and in consideration of acceptance of this ordinance by [CTA]...the City of Chicago hereby grants to [CTA] the exclusive right and authority...to maintain and operate...a transportation system for local transportation of passengers...major portion of the service...is to be supplied to the inhabitants of the city of Chicago... system to be used mainly for the... transportation of persons for hire."



App. 9

IN THE CIRCUIT COURT OF COOK COUNTY
ILLINOIS, COUNTY DEPARTMENT
LAW DIVISION

Prince Saud ben Abdul Aziz]
Ibn Saud, Plaintiff]
vs.]
Chicago Transit Authority,] Court No.
Defendant] 87 Ml 4253

ORDER

THIS CAUSE COMING, on to be heard
on motion of the defendant CHICAGO
TRANSIT AUTHORITY, a municipal corp-
oration, its attorney, Marvin W. Gray,
for hearing on Defendant's Motion to
Dismiss on the above entitled cause;
notice having been duly given to all
parties and the Court being fully
apprised in the premises;

IT IS HEREBY ORDERED that Plaintiff's
Complaint aganist Defendant CTA be
stricken and Plaintiff's cause be
dismissed with prejudice pursuant to
Section 2-619 of the Illinois Code of
Civil Procedure, Chaper 111 2/3, Sec-



App. 10

Order/ Prince Saud v CTA/Circuit Court
tion 327 of the Illinois Revised
Statutes and the reasoning in the
Illinois Supreme Court case Bilyk v.
Chicago Transit Authority.

STAMPED: Judge Ellis E. Reid
Dec 5 1989
ENTER: /s/12 - 5 1988
/s/Ellis E Reid 191
Judge Judge's No.

MORGAN M. FINELY, CLERK OF THE
CIRCUIT COURT OF COOK COUNTY

Pg 2 of 2



App. 11

IN THE CIRCUIT COURT OF COOK COUNTY
ILLINOIS, MUNICIPAL DEPARTMENT
PRO SE DIV

Prince Saud ben Abdul Aziz]
Ibn Saud, Plaintiff] No. 87M142053
v.]
Chicago Transit Authority,]
Defendant]

ORDER

This cause coming on to be heard
on the plaintiff's motion to vacate the
court order of December 5, 1988, the
court having considered argument of the
parties, the pleadings previously filed
and the plaintiff's memorandum of law
and being otherwise fully advised in
the premise,

IT IS HEREBY ORDERED

That the motion to vacate is

DENIED

STAPMED:

Atty No. 90500 JUDGE ELLIS E REID
Name Marvin W Gray ENTER: JAN 31 1989
Atty for DEFENDANT CIRCUIT COURT-191
Address 440 Merch Mart
City Chicago Telephone 644-7200



App. 12

ILLINOIS SUPREME COURT
Juleann Hornyak, Clerk
Supreme Court Building
Springfield, Ill. 62706
(217) 782-2035

April 4, 1990

No. 69774 - Prince Saud ben Abdul Aziz
Ibn Saud, petitioner, v.
CTA, etc., et al.,
respondents. Leave to
appeal, Appellate Court,
First District.

The Supreme Court today DENIED
the petition for leave to appeal(sic) in
the above entitled cause.

The mandate of this Court will
issue on April 26, 1990.



App. 13

SEAL OF THE SUPREME COURT

State of Illinois

Aug. 26, 1818

STAMPED:

State of Illinois
SUPREME COURT CLERK
Supreme Court Building
Springfield 62706

May 25, 1990

Juleann Hornyak	First District Off.
Clerk of Court	Room 30-129
(217) 78202035	Richard J. Daley
	Center, Chicago
	(312) 793-1332

Prince Saud ben Abdul Aziz Ibn Saud
1015 W. Roscoe
Chicago, Il 60657

THIS COURT HAS TODAY ENTERED THE
FOLLOWING ORDER IN THE CASE OF:
No. 69774 - Prince Saud ben Abdul Aziz
Ibn Saud, petitioner, v. CTA etc., et al.
respondents.

Motion by petitioner, pro se, for re-
consideration of the denial of the
petition for appeal as a matter of right.

Motion denied. This Court's mandate
issued to the Clerk of the Appellate
Court, First District.

JH/hc cc: S. Freelon



FIFTH DIVISION November 27, 1989

No. 1-89-0589

IN THE APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

PRINCE SAUD BEN ABDUL AZIZ)Appeal
IBN SAUD, Plaintiff-Appellant)from the
v. CTA, a common carrier)Circuit
organization, its agents)Court of
and employees, its members)Cook
of CTA's Chicago Transit)County.
Board, Defendants-Appellees.)No. 87
)M1 42053
)Hon. Ellis
)E. Reid,
)Judge
)Presiding

ORDER

This appeal was taken from dismissal of plaintiff's pro se complaint against the Chicago Transit Authority ("CTA").

In May of 1987, plaintiff filed a complaint alleging that he was a fare-paying passenger aboard a CTA bus in Chicago, that the CTA breached its "contract of carriage" because it did



App. 15

not provide him with safe transportation that another passenger assaulted him and took \$250 and that the CTA refused to refund this sum to plaintiff which amounts to unjust enrichment the CTA.

In response, the CTA filed a motion to dismiss based upon section 27 of the Metropolitan Transit Authority Act (Ill. Rev. Stat. 1985, ch 111 2/3, par. 302 et seq.) which contains a clause immunizing officers, board members and employees of the CTA from lawsuits arising out of crimes committed aboard CTA vehicles. The trial court dismissed the action, and plaintiff then filed a motion to vacate the dismissal which the trial court refused to grant.

Plaintiff's first argument is that the trial court had no jurisdiction over either the CTA or Chicago Transit Board



and thus could not entertain plaintiff's motion to vacate dismissal of his complaint. This argument makes no sense and is mired in confusion between personal jurisdiction and due process. An appearance was filed on behalf of the CTA in this case. It was unnecessary for the Board to file a separate appearance because it is the governing and administrative body of the CTA and is not cognizable separately in a lawsuit such as this. (Ill. Rev. Stat. 1987, ch. 111 2/3, par. 319.) The trial court had jurisdiction over the CTA and its Board and properly entertained the CTA's motion to dismiss and plaintiff's motion to vacate the dismissal.

Plaintiff's second argument is that section 27 of the Metropolitan Transit Authority Act is violative of his right to equal protection under the laws based



App. 17

on his belief that the trial court improperly classified the CTA as a municipal corporation. While the historical anecdotes in plaintiff's brief are of interest, plaintiff's argument escapes us. The CTA was created as a municipal corporation in 1945 by the Metropolitan Transit Authority Act (People v CTA (1946), 392 Ill 77, 63 N.E. 2d 744) and thus this argument lends no support for alleged constitutional violations. Since the Illinois Supreme Court in Bilyk v. CTA (1988), 125 Ill. 2d 230, 531 N.E. 2d 1, recently determined that section 27 of the Act is not violation of equal protection of the laws under a set of circumstances virtually identical to that of plaintiff we cannot reverse on this ground.

Plaintiff's third contention is addressed to the trial court's

7

8

9

application of Bilyk v. CTA in dismissing his lawsuit. The thrust of plaintiff's argument centers on the trial court's alleged refusal to consider that plaintiff's cause of action sounded in contract. This argument is irrelevant to the question of the CTA's statutory immunity. Bilyk v.CTA completely and specifically disposed of all plaintiff's claims and the trial court applied it appropriately when it upheld the constitutionality of section 27 of the Metropolitan Transit Authority Act and dismissed plaintiff's complaint.

Plaintiff's final contention is that defense counsel's presentation of a typewritten draft order before plaintiff began to argue his motion to vacate violated his due process rights and represented an ex parte communication with the court. Plaintiff



App. 19

cites no competent authority for this position. We find this argument to be utter frivolous meriting no further consideration.

Accordingly the judgment of the circuit court is affirmed. Judgment is affirmed.

LORENZ, J., with MURRAY, P.J. and COCCIA, J., concurring.



App. 20

IN THE APPELLATE COURT,
STATE OF ILLINOIS
FIRST DISTRICT

PRINCE SAUD BEN ABDUL AZIZ)
IBN SAUD, Petitioner-Appellant))No.
v.) 1-89-0589
)
CTA, a common carrier)
organization, its)
agents and employees,)
its members of CTA's)
Chicago Transit Board,)
Respondent-)
Appellee)

ORDER

Petitioner-Appellant's petition for
rehearing is denied.

STAMPED:

ORDER ENTERED /s/ Michel A. Coccia
JAN 04 90 Presiding Justice
MICHEL A. COCCIA

/s/ Francis S. Lorenz
JUSTICE FRANCIS S. LORENZ

/s/ James C. Murray
JUSTICE JAMES C. MURRAY

Gilbert S. Marchman, CLERK OF THE
APPELLATE COURT , FIRST DISTRICT